

REMARKS

I. Status of the Application

At the time of the Action, Claims 1-15 were pending. Claim 4 has been canceled hereinabove and its subject matter has been incorporated into independent Claim 1. Claim 15 has been canceled above and its subject matter has been incorporated into independent Claim 11. The drawings were objected to for the absence of a "deck fabric sheet attached to the underside of the backrest/deck portion" as recited in Claim 8; this language has been amended in Claim 8 to obviate this objection. Claims 1-15 stand rejected under Section 112, second paragraph. Claims 1, 2, 6 and 8 stand rejected under Section 102(b). Claims 2-5 and 7-15 stand rejected under Section 103(a). These rejections are addressed hereinbelow.

II. The Section 112 Rejections

The Action points to terms within the claims that it regards as confusing. Claims 1 and 8 have been amended above to address certain of these concerns. Also, the Action inquires about the term "deck fabric sheet" and postulates that this refers to the deck panel 84 of the upholstery piece. This understanding is correct for embodiments in which the deck panel has attributes of the deck fabric sheet (for example, if the laterally-extending pockets recited in Claim 9 are present in the deck panel).

In view of the foregoing amendments and remarks, Applicants respectfully request that this rejection be withdrawn.

III. The Section 102(b) Rejections

The Action states that Claims 1, 2, 6 and 8 are anticipated by U.S. Patent No. 5,681,090 to St. Thomas (St. Thomas). St. Thomas is characterized as disclosing a sofa having a polystyrene core that is covered by a cover fabric 16 that "covers the backrest section and underlies the bottom portion of the deck section, as seen in Figure 3." Also, the cover fabric 16 may include a zipper that allows the cover fabric removed for cleaning or replacement, and is attached to the frame without staples. A cloth liner 15 is present on the underside of the entire

upholstery piece. Based on these characterizations, the Action concludes that St. Thomas anticipates the listed claims.

In response, Applicants respectfully direct the Examiner's attention to amended Claim 1, which recites that the upholstery piece has a front panel portion and a dust cover portion, and that the dust cover portion is formed of a different material than the front panel portion. It is clear that the St. Thomas sofa has upholstery that is formed of a single material. As such, St. Thomas fails to disclose this element of Claim 1 and cannot, therefore, anticipate Claim 1 or any claim depending therefrom. Accordingly, Applicants respectfully request that the rejection under Section 102(b) based on St. Thomas be withdrawn.

In addition, the Action rejects Claims 1 and 6 based on U.S. Patent No. 5,626,388 to Haltner (Haltner). Haltner discloses a sofa in which the frame is covered with a "stretchable tubular fabric sidewall with the stretchable fabric conforming to the shape of the furniture." Based on this disclosure, the Action concludes that Haltner anticipates the subject matter of Claims 1 and 6. However, the recitation in amended Claim 1 that the upholstery piece have a dust cover portion that is formed of a different material than the front panel portion is not found in Haltner. Consequently, Applicants respectfully submit that Haltner cannot anticipate Claims 1 and 6, and request that this rejection be withdrawn.

IV. The Section 103(a) Rejections

Claims 2-10 stand rejected under Section 103(a). In particular, Claim 4, the subject matter of which is now included in Claim 1, stands rejected under Section 103(a) based on St. Thomas in view of U.S. Patent No. 5,320,407 to Tell (Tell). St. Thomas is cited as described above, but the Action concedes that St. Thomas fails to disclose an upholstery piece formed of different materials. The Action cites Tell as disclosing an adjustable furniture slipcover in which "different panels could be made of different materials or contain inserts of different materials." Based on these teachings, the Action concludes that the subject matter of Claim 4 (now Claim 1) would have been obvious to the ordinarily skilled artisan.

In response, Applicants first note that neither St. Thomas nor Tell distinguishes any panels of the upholstery from any other, and neither reference teaches that different materials should be selected to provide different functions to the upholstery. As such, neither suggests that the dust cover (i.e., that portion of the upholstery that is positioned beneath the deck portion of the sofa frame) be formed of a different material from other portions of the upholstery, or that doing so could provide different functionality to these various parts of the upholstery in the same integrated upholstery piece. This is particularly true with respect to the application of Tell to the subject matter of Claim 4, inasmuch as the Tell slipcover does not have a dustcover portion, or any portion whatsoever, that underlies the deck section of the sofa frame. As such, Applicants submit that there is simply no suggestion in either St. Thomas or Tell to combine these references to arrive at the claimed subject matter. Thus, Applicants respectfully request that this rejection be withdrawn.

The Action additionally rejects Claims 11, 12, 14 and 15 under Section 103(a) based on either U.S. Patent No. 3,695,690 to Carson (Carson) or U.S. Patent No. 5,826,939 to Beyer (Beyer) in view of U.S. Patent No. 3,179,469 to Heuston (Heuston). Each of Carson and Beyer are cited as disclosing a furniture covering to which a slat is attached, the slat being received in a slot in the deck section of a sofa frame. The Action concedes that neither Carson nor Beyer discloses two slats attached to a deck fabric sheet, but then cites Heuston as disclosing this feature. Based on these combinations of references, the Action concludes that the claims listed above would have been obvious to the ordinarily skilled artisan.

In response, Applicants note that amended Claim 11, which includes the subject matter of canceled Claim 15, recites that the fabric deck sheet is attached to an upholstery piece that covers the frame. Although Heuston may disclose a sheet material that is mounted in place with multiple slats, it is clear that the sheet material is merely a deck sheet for a chair or sofa; it is not attached to any other piece of upholstery. The "slats" of Carson and Beyer do not appear to have as one of their functions helping to keep the materials attached thereto taut; instead, each appears to do no more than provide a mounting location for a particular structure of the sofa. In contrast,


the deck fabric sheet of the present invention is present to provide a taut surface that can support overlying cushions and occupants seated thereon.

In view of the absence of any motivation in either Beyer or Carson to use multiple slats to provide a taut support surface, or any motivation in Heuston to attach an additional upholstery piece to the elastomeric deck disclosed therein, Applicants respectfully submit that it would not have been obvious to the ordinarily skilled artisan to combine these references to conceive the subject matter recited in Claim 11. Accordingly, Applicants respectfully request that the rejections under Section 103(a) be withdrawn.

IV. Conclusion

Inasmuch as all of the outstanding issues raised in the Action have been addressed, Applicant respectfully submits that the application is in condition for allowance, and request that it be passed to allowance and issue.

Respectfully submitted,


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Joyce Pauli

Date of Signature: March 14, 2005